

Bonhams

1793



# Decorative Arts from 1860

Wednesday 19 June 2013 at 1pm  
New Bond Street, London







# **Decorative Arts from 1860**

## **Wednesday 19 June 2013 at 1pm**

### **New Bond Street, London**

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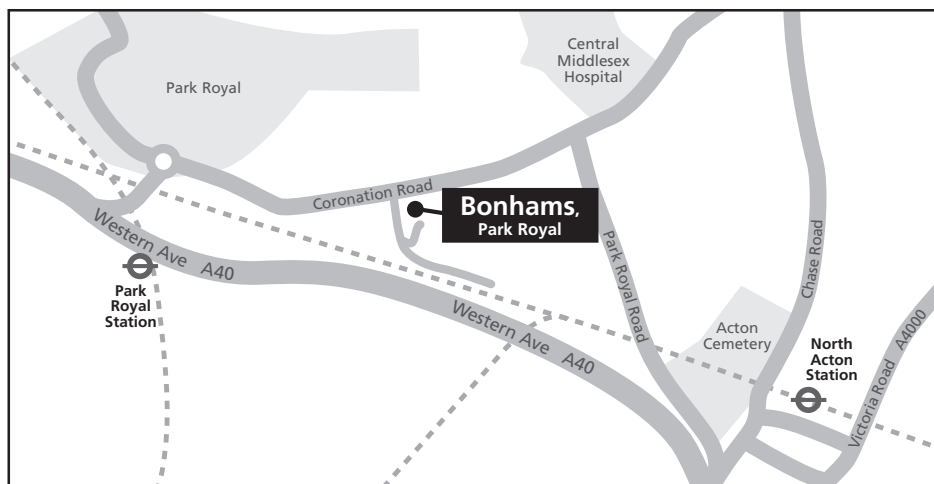
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rate on buyer's premium

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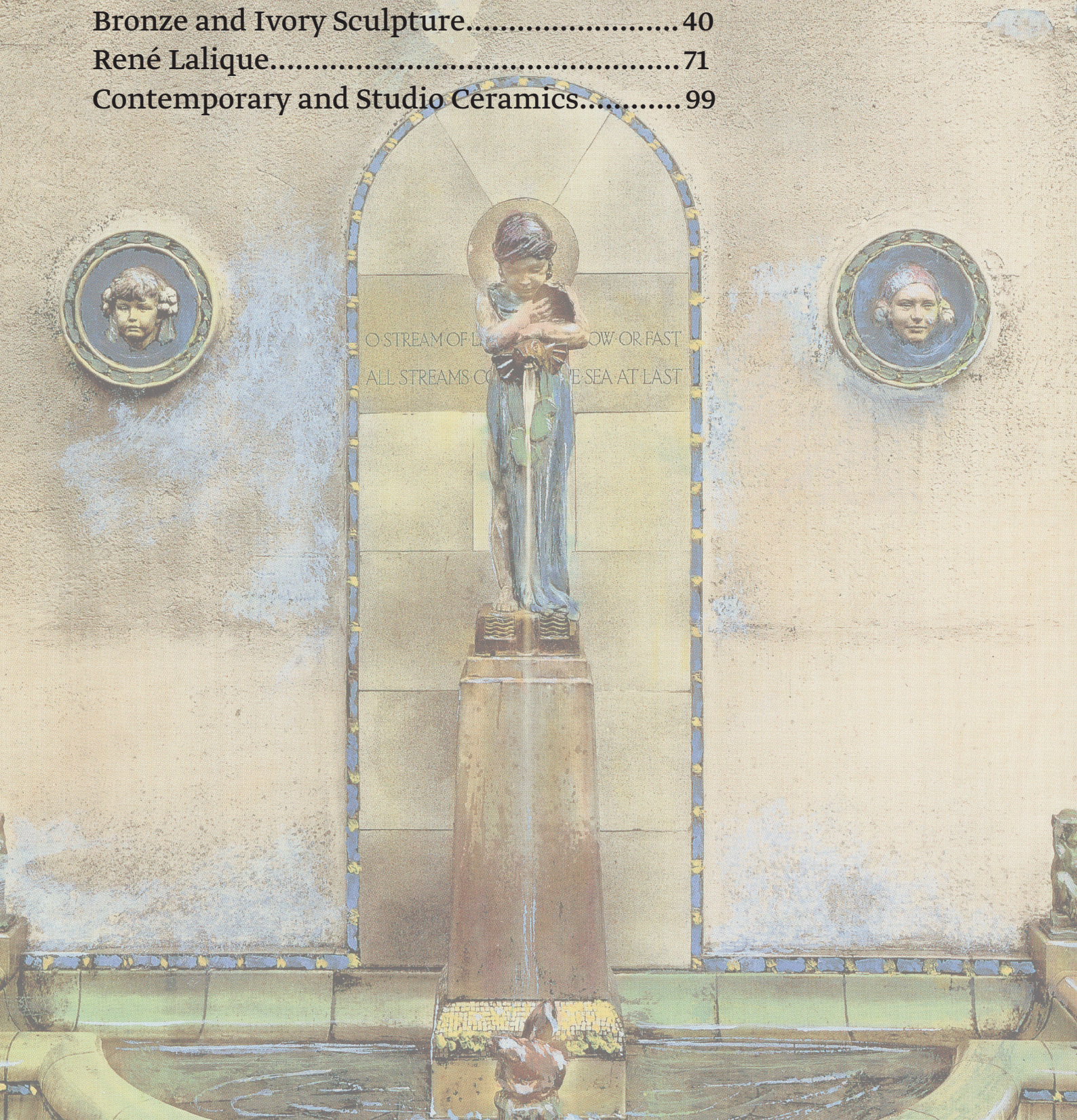
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1

**1**  
**Archibald Knox (1864-1933) for Liberty & Co.**  
 A 'Tudric' Clock, circa 1905  
 model 0255, the pewter body with inverted 't-shape' face, cast in relief with Celtic motif to the lower body, with inset Arabic numerals highlighted in black enamel  
 23.5cm high, stamped 'TUDRIC 0255'  
 £3,500 - 5,000  
 €4,100 - 5,900

*Literature:*

Steven Martin, 'Archibald Knox' Artmedia Press, 2001, pg. 241 for a similar example of this model



2

**2**  
**Archibald Knox (1864-1933) for Liberty & Co.**  
 A 'Cymric' Silver and Enamel Clock, 1906  
 the body of inverted 't-shape' with cast stylised foliage to the lower body, below a circular green and blue enamel face with Arabic numerals behind bevelled glass  
 10.4cm high, stamped maker's mark with Birmingham hallmark  
 £4,000 - 6,000  
 €4,700 - 7,100

*Literature:*

Steven Martin, 'Archibald Knox' Artmedia Press, 2001, pg. 239 for a similar example of this model



3

**Archibald Knox (1864-1933) for Liberty & Co.**

An Impressive 'Tudric' Clock, circa 1903  
model 097, the pewter body inset with abalone shell  
roundels and cast with Roman numerals in relief, the  
hands terminating with abalone shell roundels, on a  
rectangular base

37cm high, stamped 'Tudric' numbered '067'

£10,000 - 15,000

€12,000 - 18,000

*Literature:*

Steven Martin, 'Archibald Knox' Artmedia Press, 2001,  
pg. 75 and 235 for similar examples of this model





4

4

**Archibald Knox (1864-1933) for Liberty & Co.**

A Pair of 'Cymric' Silver Vases, 1905

trumpet form, with stylised leaf and berry design to the stem in relief  
19.5cm high, stamped 'Cymric' with maker's mark, Birmingham  
hallmark, number '2243', 'Rd.457112' (2)

£2,500 - 3,000

€2,900 - 3,500

*Literature:*

Steven Martin, 'Archibald Knox' Artmedia Press, 2001, pg. 183 for an example of this design with enamelled detailing

5<sup>w</sup>

**Mackay Hugh Baillie Scott (1865-1945), attributed**

A Gate-legged Writing Cabinet, circa 1900

the rectangular top above fall-front writing slope with pierced steel hinge plates to a design by C.F.A. Voysey with bird and pomegranate motif, enclosing a fitted interior with pigeon holes flanked by cupboard doors  
trellis ends, joined by two stretchers

91cm long, 27cm wide, 115cm high

£4,000 - 6,000

€4,700 - 7,100

*Literature:*

See 'The Studio, Special Summer Number; Modern and Domestic Architecture and Decoration', 1902, pg. 160 for a similar example

The Voysey hinge strap design can be seen reproduced in Wendy Hitchmough's 'C. F. A. Voysey', Phaidon, 1995, pg. 56

A similar lot featured in Christie's King Street, 5th Feb 1992, sale 4696, lot 137.



5 (detail)







'During the years leading to the first world war, Robertson worked on a series of drawings that culminated in a detailed drawing in pencil and crayon he called *"The Daughters of Beauty"* (1915). The drawing portrays a host of young women, some of his acquaintance and some of his imagination, set against a backdrop of architectural features of Edinburgh and Dumfries, the town in which he was born. Following his service with the Friends Ambulance Unit in France he returned to Edinburgh and began a series of paintings closely following the drawing of 1915. Of these five paintings, one, *'Loves Invading'* (1919) (City of Edinburgh Fine Art Collection) is of five female figures, the foremost nude; while a second, *'Le Rond Eternel'* (1920) (private collection) is of the dancer Lucy Smith wearing an almost topless dress. The remaining three paintings were not exhibited until 1998 when they were shown in Edinburgh in the form of a triptych. Of these paintings, one is of the artist's wife standing next to the nude figure of her sister.

Robertson was credited as one of the most brilliant art students of his period and together with his first wife, the Scottish painter and illustrator Cecile Walton (1891-1956) (see Oxford Dictionary of National Biography), they became the most controversial members of The Edinburgh Group who exhibited before and after the first world war. Robertson gained a degree of notoriety in Edinburgh with his frank portrayal of the female nude and it was said that 'Half Edinburgh goes to Shandwick Place [The New Gallery] secretly desiring to be righteously shocked, and the other half goes feeling deliciously uncertain it may be disappointed by not finding anything sufficiently shocking.' (*The National Outlook*, 1920, Nov. 102-3) And not least, Cecile Walton caused a furore at the Group's exhibition in 1920 with her painting *'Romance'* (Scottish National Portrait Gallery), a self portrait after the birth of her second son; she lies semi naked on a bed holding her baby, a nurse in attendance and her elder son at the foot of the bed.

Robertson was influenced by the Pre-Raphaelites and particularly the Scottish symbolist painter John Duncan (1866-1945). His style of painting changed from his early symbolist works, landscape and portraits, to a style he called 'expressionism' which had an affinity to Vorticism. Following the failure of his marriage to Cecile Walton he left Edinburgh for Liverpool and obscurity.'

John Kemplay  
June 2013

Our gratitude is extended to John Kemplay, author of *'The Two Companions: Story of Two Scottish Artists - Eric Robertson and Cecile Walton'*, Ronald Crowhurst Publ., 1991, for this introduction.

6

Eric Harold MacBeth Robertson (1887-1941)

The Daughters of Beauty - I

Oil on Canvas

87.5cm x 178.5cm, artist's estate label to stretcher

£6,000 - 8,000

€7,100 - 9,400





7

Eric Harold MacBeth Robertson (1887-1941)  
 The Daughters of Beauty - II  
 Oil on Canvas  
 with a figural study to the reverse of the canvas  
 91.5cm x 183cm, artist's estate label to stretcher  
 £6,000 - 8,000  
 €7,100 - 9,400



8

Eric Harold MacBeth Robertson (1887-1941)  
 The Daughters of Beauty - III  
 Oil on Canvas  
 91.5cm x 183cm, artist's estate stamp to stretcher  
 £6,000 - 8,000  
 €7,100 - 9,400



9



10

9

#### Jules Chéret (1836-1932) for Gobelins

A Rare Tapestry, 1901-1903

depicting a clown lying on the ground listening to a young girl playing a tambourine, with another girl reclining alongside whilst a youth gathers flowers in the background, enclosed in a border with theatrical masks and vines, mounted on a stretcher

88.5cm high x 172cm wide, signed 'Chéret' and to lower border 'U.

Gauzy 1901-1903', with woven factory mark of a galleon to the border

£4,000 - 6,000

€4,700 - 7,100

Maurice Fenaille, Director of Gobelins, commissioned Jules Chéret to produce designs for his private villa at the turn of the 19th century. The designs however were not met with approval and so execution was only carried out by Ulysse Gauzy, then foreman of Gobelins, working on the samples in his spare time following his admiration of Chéret's paintings. They were finally exhibited at the Pavillon de Marsan in 1922.

*Literature:*

Camille Mauclair, 'Jules Chéret', M. Le Garrec, Paris, 1930

*Provenance:*

Acquired 21st April, 1969, lot 87 from Sotheby's Belgravia

10

#### Alphonse Mucha (1860-1939)

'Chromolithographie' a Colour Lithograph Calendar Design, circa 1902 produced for C. Van Cortenbergh, fils, 9, Rue des Long Chariots, Bruxelles

56.5cm x 20.5cm

£2,500 - 3,500

€2,900 - 4,100





11

11

**Loetz**

A Large Iridescent Glass Vase, circa 1900

the dimpled body with undulating neck, decorated in red spotting, enhanced with meandering bands in a petrol blue iridescence

38cm high

£800 - 1,200

€940 - 1,400

12

**Emile Gallé (1846-1904)**

A Cameo Glass Table Lamp, circa 1900

the amber ground overlaid with blue and purple, acid-etched with stems of flora and leaves

57cm high, both the stem and shade signed 'Gallé'

£5,000 - 7,000

€5,900 - 8,300

*Provenance:*

A Private French Collection

13

**Emile Gallé (1846-1904)**

A Tall Fire-Polished Cameo Glass Vase, circa 1900

the cylindrical neck with fluted finish and swollen foot, yellow overlaid against a green ground

44.4cm high, cameo signature 'Gallé'

£3,000 - 5,000

€3,500 - 5,900



12



13





14

**Emile Gallé (1846-1904)**

A Rare Gilt and Enamelled Chinoiserie Glass Vase, circa 1890  
the red glass body with gilt and black enamelled dragon design under a  
foliate rim

*26cm high, enamelled signature 'Gallé'*

£6,000 - 8,000

€7,100 - 9,400

*Illustrated:*

Philippe Garner, 'Gallé', Academy Editions, 1976, pg. 18



15

**Emile Gallé (1846-1904)**

A Table Lamp, circa 1910  
acid-etched cameo glass with floral design, brown overlay against a  
yellow and blue ground

*42cm high, signed in the cameo 'Gallé'*

£3,000 - 4,000

€3,500 - 4,700



16

**Emile Gallé (1846-1904)**

**'Clématites' a Table Lamp, circa 1900**

the patinated bronze naturalistic base supporting two shades with orange and brown overlaid glass on a white ground, acid-etched with a flowerhead design

48cm high, shades signed 'Gallé'

£10,000 - 15,000

€12,000 - 18,000

*Literature:*

Alastair Duncan/ Georges de Barth, *'Glass by Gallé'*, Thames and Hudson, 1984, p. 172



17

**Daum Frères (1878-)**

**A Cameo Glass Table Lamp, circa 1910**

the shade and base acid-etched with landscape design depicting a lake with trees in the foreground, purple overlay against an internally mottled orange ground

36cm high, etched 'Daum Nancy' with Cross of Lorraine

£3,000 - 4,000

€3,500 - 4,700





18



19



20



21

18

**Daum Frères (1878-)**

'Arbres en hiver' a Large Bowl, circa 1910

internally mottled glass, acid-etched and hand-enamelled, with inverted three-fold pinched rim

30cm diam, 15cm high, signed 'Daum Nancy' with cross of Lorraine

£5,000 - 7,000

€5,900 - 8,300

19

**Daum Frères (1878-)**

'Mûres' a Vase, circa 1900

vitrified cameo glass, acid-etched with a design of trailing blackberries and leaves

35cm high, signed 'Daum Nancy' with cross of Lorraine

£3,500 - 4,000

€4,100 - 4,700

20

**Daum Frères (1878-)**

'Arbres en Hiver' an Enamelled Glass Vase, circa 1900

of elongated ovoid form, decorated in enamels with a winter woodland scene

12cm high, enamelled 'Daum Nancy' with the Cross of Lorraine

£800 - 1,200

€940 - 1,400

21

**Daum Frères (1878-)**

'Arbres en hiver' a 'Pillow' Vase, circa 1910

internally mottled glass, acid-etched and hand-enamelled

12cm high, signed 'Daum Nancy'

£3,500 - 4,000

€4,100 - 4,700



22

22

**Daum Frères (1878-)**

'Champignon' a Vase, circa 1900

internally mottled glass, acid-etched and hand-enamelled with a design of mushrooms and pine cones

25cm high, signed 'Daum Nancy' with cross of Lorraine

£4,000 - 6,000

€4,700 - 7,100

*Exhibited:*

'Nancy 1900; Jugendstil in Lothringen', Munich City Museum, 28th August-23rd November 1980, cat. 477

*Literature:*

'Nancy 1900; Jugendstil in Lothringen' exh. cat., Verlag Philipp Von Zabern, Mainz und Murnau, 1980, p. 110



23

23

**Daum Frères (1878-)**

A Table Lamp, circa 1905

cameo glass acid-etched with a floral design, brown and red overlay against an internally mottled yellow ground

51.5cm high, signed in the cameo with cross of Lorraine

£5,000 - 7,000

€5,900 - 8,300

24

**Daum Frères (1878-)**

A Cameo Glass Vase, circa 1900

clear glass internally mottled with yellow and purple, acid-etched and enamelled with orange flowers and foliage

32.8cm high, enamelled signature 'Daum Nancy' with Cross of Lorraine

£1,500 - 2,000

€1,800 - 2,400



24





25

25

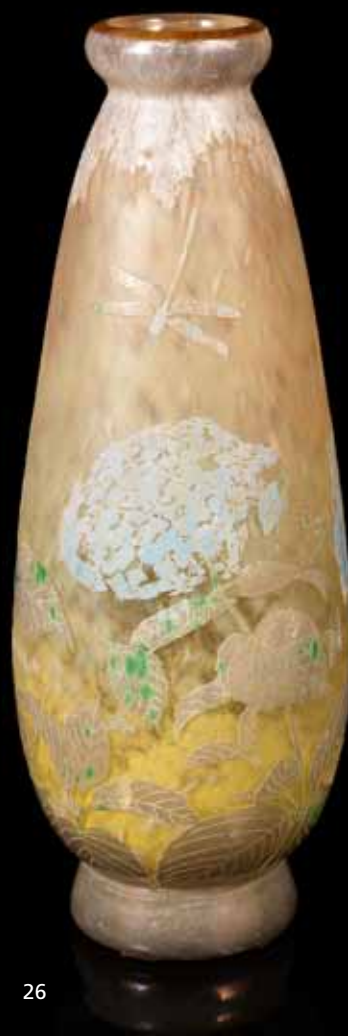
**Louis-Ernest Barrias (1841-1905)**

'The Scarf Dancer' a Patinated and Gilded Bronze Study, circa 1890  
cast as a dancing female nude with drape, she poses upon one leg  
upon a naturalistic mound plinth with marble base

61cm high, signed in cast, with 'Susse Freres' foundery mark

£4,000 - 5,000

€4,700 - 5,900



26

26

**Daum Frères (1878-)**

A Cameo Glass and Enamelled Vase, circa 1910

acid-etched with a dragonfly and butterflies amid stems of pale blue  
flora and leaves

51cm high, signed 'Daum Nancy'

£1,500 - 2,000

€1,800 - 2,400

27

François-Raoul Larche (1860-1912)

'La Source et le Ruisseau' a Patinated Bronze Allegorical Study, circa 1900

cast as child attempting to break free from his mother seated on a naturalistic river bank with reeds, the child representing a stream, the mother the river, raised on a stepped marble base

59cm high, signed in the cast 'R. Larche'

£5,000 - 7,000

€5,900 - 8,300







28



29

**28**  
**Théophile Alexandre Steinlen (1859-1923)**  
 A Patinated Bronze Study, circa 1915  
 cast as two cats resting on rectangular base  
 20cm wide, 4.8cm high, signed in cast 'Steinlen', stamped to underside  
 'CM'  
 £8,000 - 12,000  
 €9,400 - 14,000

**29**  
**Frédéric Debon (active 1897-1920)**  
 A Pair of Patinated Bronze Vases, circa 1890  
 cast with flowers, birds, pine cones, grapes and wheat sheaves in relief,  
 with metal liners  
 44cm high, signed 'F Debon', foundry stamp 'Susse Frères' (2)  
 £3,000 - 4,000  
 €3,500 - 4,700

*Literature:*

Alistair Duncan, 'Paris Salons 1895-1914; Vol V Objets d'Art and Metalware', Antique Collector's Club, 1999, p. 209

30

**Friedrick Adler (1879-1960)**

A Pewter and Glass Jardiniere, circa 1900  
manufactured by Walter Scherf & Co.,  
Nuremberg, the cast pewter vessel with  
budding floral panels and elaborate sinuous  
handles, with an etched green glass liner  
55cm wide, stamped 'Osiris 717'

£1,000 - 1,500

€1,200 - 1,800

*Exhibited:*

A similar example featured in '*Friedrich Adler;  
Ways and Byways*', Tel Aviv Museum of Art, 26  
Oct 2012 - 20 Apr 2013



31

**Orivit**

A Stylish Pair of Figural Art Nouveau Plated  
Metal and Glass Candelabrum, circa 1900  
each cast as a maiden, her long hair adorned  
with poppies and extending to form five  
branches, raised off a cut glass stem on  
stippled base

43.5cm high, stamped 'Orivit' (2)

£5,000 - 7,000

€5,900 - 8,300



30

32

**Albin Müller (1871-1941)**

A Pair of Copper and Brass Candlesticks, circa  
1905  
manufactured by WMF, with four uprights  
extending from the spreading square-section  
base, inset with four opaline glass cabochons  
26cm high, unmarked (2)

£1,000 - 1,200

€1,200 - 1,400

*Literature:*

Judy Rudoe, '*Decorative Arts 1850-1950; a  
Catalogue of the British Museum Collection*',  
British Museum Press, 1991, cat. 211, plate 93

'*Die Kunst XII*', 1905, p. 322

Similar candlesticks were exhibited in Müller's  
*Herren-Arbeitszimmer* (man's study) at the  
Dresden Exhibition of 1906.



32





33



34



35

33

**Moritz Hacker (1849-1932)**

A Silvered Metal and Nautilus Shell Table Lamp, circa 1905  
the shell forming the shade, supported by a sinuous stem on an oval  
foot

*34.5cm high, stamped factory mark*

**£2,000 - 2,500**

**€2,400 - 2,900**

34

**WMF**

A Large Figural Pewter Art Nouveau Vase with Maiden, circa 1900  
the twin-handled vessel cast in relief with a young maiden seated amid  
stems of poppies

*50cm high, stamped maker's marks*

**£800 - 1,200**

**€940 - 1,400**

35

**WMF after Alphonse Mucha**

A Large Polished Pewter Figural Art Nouveau Wall Charger, circa 1900  
fashioned with a maiden, her long cascading hair extending to meet  
stems of poppies

*51cm diam, stamped maker's marks*

**£800 - 1,200**

**€940 - 1,400**



36

36<sup>W</sup>

**Philip Tilden (1887-1956) and Ambrose Heal (1872-1959) for Heal's**  
An Oak 'Churchill' Refectory Table, circa 1925

the rectangular top on double column supports, the bracket feet joined by a plank stretcher

*198cm long, 90cm wide, 75cm high*

£2,000 - 3,000

€2,400 - 3,500

The design for this table was originally executed in 1922 by the architect Philip Tilden in conjunction with Ambrose Heal for Winston Churchill's home at Chartwell.

37<sup>W</sup>

**Robert 'Mouseman' Thompson (1876-1955)**

An Interesting Early Chest of Drawers, circa 1928

with rectangular adzed oak top above four graduated oak-lined drawers each with intricately carved scroll work paneling and single pulls with carved Yorkshire Rose design, raised on four short rectangular feet

*70cm long, 54.5cm wide, 75cm high, carved signature mouse*

£3,000 - 5,000

€3,500 - 5,900

*Provenance:*

Acquired by the vendor's father from an antique shop in Amersham, Buckinghamshire, 1963

This unusual piece of Robert Thompson's is believed to have been produced in the late 1920s, before he had established the style for what has become synonymous with his name - for example the short block supports, rather than the octagonal supports later adopted. The scroll work paneling seen here is similar to the scroll work wall panel frieze executed for the Bradford mail order company Freeman Grattan Holdings, installed in 1931. The paneling, removed in 2009, is now installed in the Joule's Brewery, Market Drayton.

Our gratitude to Ian Thompson Cartwright for assistance in cataloguing this lot.



37





38



39

38<sup>W</sup>

**Gordon Russell (1892-1980)**

A Walnut Sideboard, 1927

of rectangular form, with two drawers, each with faceted and curved ebony pull handles, above opposing pairs of panelled cupboard doors, raised on six octagonal supports

*143cm long, 49cm wide, 103cm high, one drawer pasted with printed and ink inscribed paper label dated '10/12/27'*

**£2,000 - 3,000**

**€2,400 - 3,500**

39<sup>W</sup>

**Gordon Russell (1892-1980)**

A Walnut Serving Table, 1928

the rectangular top above a single frieze drawer with two faceted and curved pull handles, with shaped frieze, on four octagonal legs joined by chamfered angled stretchers

*84cm long, 59.8cm wide, 75.5cm high, drawer pasted with printed and ink inscribed paper label dated '26/10/28'*

**£1,500 - 2,000**

**€1,800 - 2,400**



40

40<sup>W</sup>

**Gordon Russell (1892-1980)**

A Walnut 'Hay-rake' Dining Table, circa 1930 design X.571, the rectangular panelled top on four octagonal legs united by stylised 'hay-rake' stretchers

*168cm long, 84cm wide, 75cm high*

£3,000 - 4,000

€3,500 - 4,700



41

41<sup>W</sup>

**Gordon Russell (1892-1980)**

A Set of Eight Walnut Dining chairs, circa 1930 with chamfered frames, exposed dovetail, mortice and tenon and pegged joints, upright open panel back with five fluted vertical rails, the legs united by 'H' stretchers, including a pair of open shaped arm elbow chairs

*Elbow chairs 97cm high (8)*

£2,000 - 3,000

€2,400 - 3,500



42

42<sup>W</sup>

**Gordon Russell (1892-1980)**

An Early Oak Writing Desk, 1925

design no. 222, the rectangular top above a knee-hole flanked by two frieze drawers, each with faceted and carved ebony handles, with octagonal supports joined by stretchers

*145cm long, 75cm wide, 81cm high, hand written Lygon label to underside of one drawer stating production date '13th February to March 1925'*

£2,000 - 3,000

€2,400 - 3,500





43W

**Gilbert Bayes for Doulton Lambeth**

'Blue Robed Bambino' a Rare Figural Fountain, circa 1928  
modelled as a young boy in blue robes, he clasps a large finned fish  
to his chest, it's gaping mouth concealing a fountain nozzle, raised on  
integral pedestal

189cm high (inc. pedestal), figure 110cm high, incised 'Gilbert Bayes'

£7,000 - 10,000

€8,300 - 12,000

*Literature:*

The original artwork for the design of this fountain forms the cover of  
Louise Irvine & Paul Atterbury's, 'Gilbert Bayes; Sculptor 1872-1953',  
Richard Dennis, 1998, see also pg. 88 and 136

'The Studio', 1925, Vol 89, pg. 198

*Exhibitions:*

British Pavilion, Paris Exhibition 1925 - Gold medal  
Arts and Crafts Exhibition Society, London, 1926 - retailed at £69 5s  
Royal Academy Arts and Industry, London, 1935

44

**Sir George Frampton (1860-1928)**

'Peter Pan' a Patinated Bronze Study, 1915

after the character created by J. M. Barrie, the youthful figure is depicted in short coat with pipes in hand, raised off a rectangular marble base

53cm high, signed in cast 'Geo Frampton 1915' and inscribed 'PP'

£35,000 - 45,000

€41,000 - 53,000

The original statue of Peter Pan is in Kensington Gardens, London. It was commissioned by J.M. Barrie in 1912. Seven more casts were made of the statue and are displayed in Australia, Belgium, Canada, Japan, the United States and the United Kingdom.





45

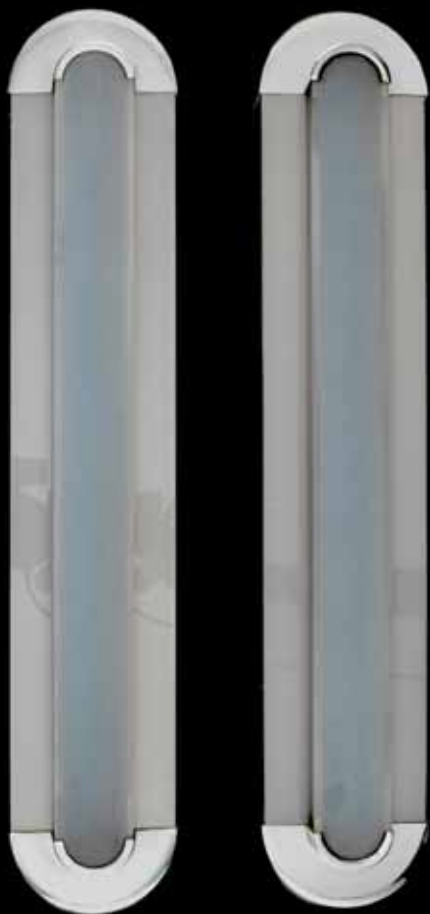
45  
Edgar Brandt (1880-1960), attributed, and Daum Frères (1878-)  
A Gilt-Bronze Cobra Lamp with Glass Shade, circa 1920  
the serpent cast raising from a coil, with internally mottled yellow and  
orange glass shade suspended from the open mouth  
48cm high, shade etched 'Daum Nancy' with Cross of Lorraine  
£3,000 - 4,000  
€3,500 - 4,700



46

46  
E. Bouzgouin for Christofle & Cie.  
A Gilt Bronze Presentation Trophy, first quarter 20th century  
the cover with cast nude male with arms out stretched raised in the  
air, standing raised on swirls of clouds, the trophy with two eagles to  
the shoulder flanking laurel wreath cartouches, one with 'AD ASTRA',  
removable liner to the interior  
86.5cm high, inscribed E. Bouzgouin  
£2,000 - 2,500  
€2,400 - 2,900





47

47

**Jean Perzel (1892-1986)**

A pair of Art Deco Wall Lights , circa 1940  
in chrome, perspex and glass each with fitment for neon bulb  
*59cm long, signed 'Perzel' (2)*

£3,000 - 3,500

€3,500 - 4,100

48

**European**

A Stylish Pair of Large Art Deco Gazelle Bookends, circa 1925  
in silvered bronze on rectangular black marble bases

*34.8cm high (2)*

£2,400 - 3,000

€2,800 - 3,500



48

49

**European**

A Set of Five Degue Frosted Glass Art Deco Wall Lights, circa 1925  
comprising four square lights moulded with flora and leaves contained  
within a chromed frame, together with a similar light of rectangular  
form

*24.5cm square and 33.5cm x 13cm, each with moulded signature (5)*

£2,500 - 3,000

€2,900 - 3,500



49 (part)



50



51



52

50

**Camille Fauré (1872-1944) for Limoges**

A Large Enamelled Vase with Floral Design, circa 1920  
decorated in polychrome enamel with an all-over relief design of  
floral blooms

29cm high, signed 'C.Fauré Limoges'

£12,000 - 15,000

€14,000 - 18,000

51

**Camille Fauré (1872-1944) for Limoges**

An Enamelled Vase with Floral Design, circa 1920  
decorated in relief with stems of amber and cream flora on a red  
ground

29cm high, signed 'Fauré Limoges France'

£7,000 - 9,000

€8,300 - 11,000

52

**Camille Fauré (1872-1944) for Limoges**

An Enamelled Vase with Japanese Cranes, circa 1920  
decorated in relief with blue, turquoise and mauve birds in flight  
above a winter landscape, heightened with gilding

14.7cm high, signed 'Fauré Limoges France'

£2,000 - 3,000

€2,400 - 3,500



53  
**Demetre Chiparus (1886-1947)**  
*'The Bronze Age'* a Rare Model Cast in Bronze, circa 1925  
 fashioned as an athletic male figure levering a rock, on marble base  
 53.5cm high, engraved to base 'D.H Chiparus'  
 £8,000 - 10,000  
 €9,400 - 12,000

This model was usually produced in Art Metal rather than bronze.

54  
**Raymonde Guérbe**  
*'Espana'* a Stylish Art Deco Le Verrier Art Metal Figural Lamp, circa 1950  
 cast as a bare-breasted maiden clasping a frosted glass fan which  
 conceals a light fitment, on stepped marble base  
 51cm high, signed in cast  
 £2,200 - 2,500  
 €2,600 - 2,900







55



56

55

**Philippe Devriez (-1935)**

A Large Stylised Patinated Bronze Study, circa 1930  
modelled as a female dancer in modernist costume swirling around her  
body, raised on a cylindrical marble base  
65.5cm high, signed in cast 'P. Devriez'

£8,000 - 12,000

€9,400 - 14,000

56

**Demetre Chiparus (1886-1947)**

'Awakening' a Terracotta Study, circa 1920

modelled as a naked female on stepped plinth base

58cm high, signed 'D.H Chiparus' with 'Editions Revy Rolis Paris'

£3,200 - 3,800

€3,800 - 4,500



57

57  
René Gruau (1909-2004)  
Masked Theatrical Study, circa 1945  
oil on canvas  
1.047m x 1.04m, signed 'Gruau' bottom left  
£4,000 - 6,000  
€4,700 - 7,100

58  
René Gruau (1909-2004)  
Masked Theatrical Study, circa 1945  
oil on canvas  
1m x 1m, signed 'Gruau' bottom right (some damage)  
£2,500 - 3,000  
€2,900 - 3,500



58



59

59

**Louis Katona (1850-1933) and Daum Frères (1878-)**

A Wrought Iron and Glass Table Lamp, circ 1925

the swollen body with stylised leaf and scrolled design on a spreading circular base, supporting a frosted glass shade acid-etched with geometric design

58cm high, base stamped 'L. Katona Made in France', shade etched 'Daum Nancy France'

£5,500 - 6,500

€6,500 - 7,700

60

**Pierre Le Faguays (1892-1935)**

'L'Oasis' A Le Verrier Art Metal Figural Lamp, circa 1930

cast as a bare-breasted maiden carrying an amber glass amphora, concealing a light fitment, on marble base

42cm high, signed in cast 'Fayral'

£2,200 - 2,800

€2,600 - 3,300

Le Faguays produced a range of works under the pseudonym 'Fayral'



60





61<sup>W</sup>

**European**

A Stylish Pair of Coppered and Marble Art Deco Uplighters, circa 1925

each fashioned with three 'saturn rings' below an everted shade  
2.02m high (2)

£3,200 - 3,800

€3,800 - 4,500

62

**Michel Decoux (1837-1924)**

An Art Deco Model of a Panther in Patinated Bronze, circa 1925  
cast in sleek profile, with textured finish in a golden-brown patina  
on marble base

26.5cm high and 58cm long including base, signed in cast and  
stamped 'bronze'

£2,600 - 3,000

€3,100 - 3,500





63



65



64

63

**Jean Picart Le Doux (1902-1982)**

A Printed Wall Hanging, circa 1950

wool, printed with a stylised European landscaped wall garden with fountain and balustrade to foreground

120cm x 147cm, printed signature

£1,000 - 1,500

€1,200 - 1,800

64

**Elena Konig Scavini (1886-1974) for Lenci**

'Nella' a Polychrome Figural Bookend, circa 1935

modelled as a young woman in orange cloche hat, seated on a bench with frog companion

24cm high, signed 'Lenci' 'Made in Torino Italy 29-11-32' (some restoration)

£1,500 - 2,000

€1,800 - 2,400

65

**Edgar Brandt (1880-1960)**

A Metal Art Deco Twin-Inkwell with Covers, circa 1925

with relief panels of geometric design, raised off four globular feet

21cm long, stamped 'E.Brandt'

£1,000 - 1,500

€1,200 - 1,800



66

66

**European**

'The Embrace' A Bronze Figural Group, 1951  
sculpted as two seated stylised female nudes, raised on a  
rectangular marble base

34cm high, 41cm wide, monogram in the cast 'D-S 51'

£1,400 - 1,800

€1,700 - 2,100

67

**Lam Lee**

A Framed Laquered Wooden Panel, circa 1960  
depicting a cantering horse in a landscape, in golden, brown  
and silver lacquer, mounted and framed

Image area 60cm x 59cm

£1,400 - 1,800

€1,700 - 2,100



67



68

**Jean Després (1889-1980)**

A Large Silvered Metal Vase, circa 1930

of square cross-section, with martelé surface

40cm high, engraved signature 'J.Després' stamped hallmark

£5,000 - 7,000

€5,900 - 8,300

*Literature:*

Melissa Gabardi, *'Jean Després; Jeweler, Maker, and Designer of the Machine Age'*, Thames & Hudson, 2009, pg. 136 for a similar example



**Jean Després (1889-1980)**

A Pair of Silvered Metal Candelabra, circa 1960

with martelé surface

32cm high, engraved signature 'J.Després' (2)

£8,000 - 12,000

€9,400 - 14,000

*Literature:*

Melissa Gabardi, *Jean Després: Jeweler, Maker, and Designer of the Machine Age*, Thames & Hudson, 2009, pg. 171 for an example of this design on a pair of candlesticks



70

**Jean Després (1889-1980)**

A Pair of Silvered Metal Candelabra, circa 1960

with martelé surface to the base plate and sconces

30cm high, engraved signature 'J.Després', stamped hallmark (2)

£4,000 - 6,000

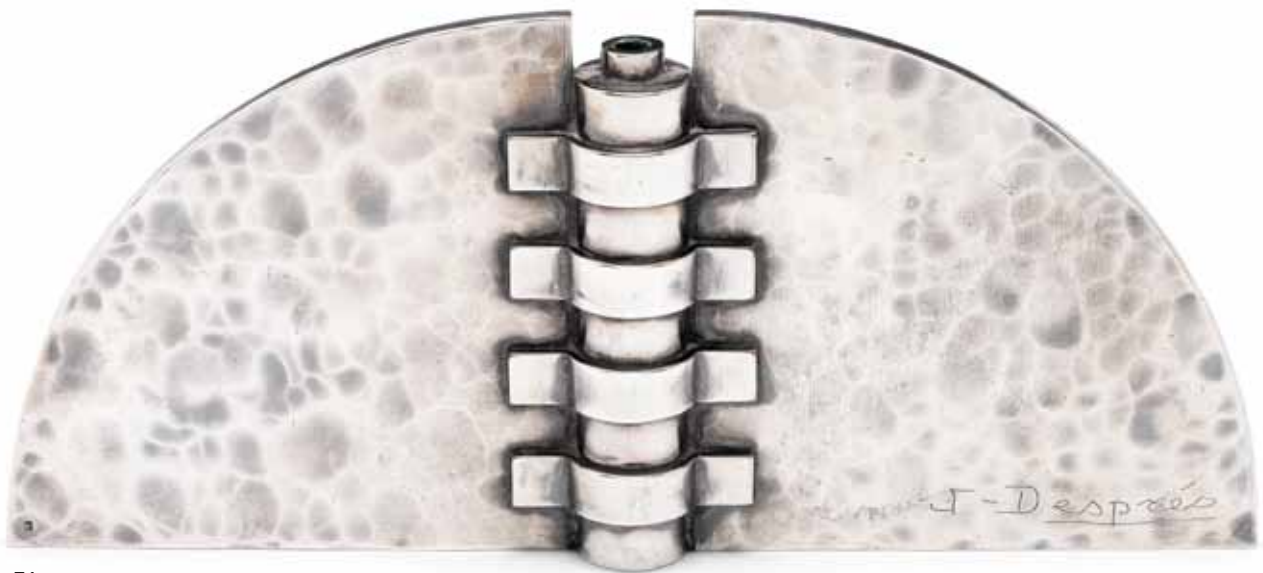
€4,700 - 7,100

*Literature:*

Melissa Gabardi, *'Jean Després; Jeweler, Maker, and Designer of the Machine Age'*, Thames & Hudson, 2009, pg. 149 for a similar example







71

71

**Jean Després (1889-1980)**

A Geometric Flower Vase, circa 1934

silvered metal with martelé surface

10cm high, engraved 'J.Després', stamped hallmark

£6,000 - 8,000

€7,100 - 9,400

*Literature:*

Melissa Gabardi, *Jean Després; Jeweler, Maker, and Designer of the Machine Age*, Thames & Hudson, 2009, pg. 138 for a similar example

72

**Jean Després (1889-1980)**

A Silvered Metal Pan and Cover, 1962

with chain-link design, macassar handle

20.2cm diam, engraved signature and dated 'J. Deprés 26-2-62'

£1,900 - 2,200

€2,200 - 2,600



72

Property of a Private  
European Collector

73Y

Alfred Gilbert (1854-1934)

'Seduction' A Cold-painted Bronze and Carved  
Ivory Group, circa 1930

modelled as a male and female in theatrical  
costume, the male wearing a mask and holding  
the female's mask in his raised left hand, the  
female holding a puppet, on shaped marble  
base applied with bronze swags and theatrical  
motifs

56.5cm high, engraved to base 'A. Gilbert'

£15,000 - 20,000

€18,000 - 24,000

*Literature:*

Bryan Catley, 'Art Deco and other Figures',  
Antique Collectors' Club, 2003, pg. 157 for a  
similar example



74Y

**Prof. Otto Poertzel (1876-1963)**

'The Top' a Gilt Bronze and Carved Ivory Figural Table Lamp, circa 1925

with stylish female dancer to the base wearing a gilt fez hat and disc-shaped dress, wrapped in a rope extending from the spiralling lamp shaft, under silk shade

48cm high, signed in the cast 'Prof. Poertzel'

£8,000 - 10,000

€9,400 - 12,000

*Literature:*

Bryan Catley, 'Art Deco and other Figures',  
Antique Collectors' Club, 2003, pg. 249 for a  
similar example





75Y

**Gerdago (1906-2004)**

'Exotic Dancer' a Cold-painted Bronze and Carved Ivory Study, circa 1925  
the female dancer in futuristic dress with green and black detailing, on  
an oval onyx base

30cm high, signed in the cast 'Gerdago' with 'AR' monogram

£6,000 - 8,000

€7,100 - 9,400

*Literature:*

Victor Arwas, 'Art Deco Sculpture', Academy Editions, 1992, p.94-95



76Y

**Bruno Zach (1891-1935)**

'Amazon' a Patinated Bronze and Carved Ivory Figural Lamp Base, circa 1925

the naturalistic base with a study of 'Amazon' on horseback, with tall tree trunk forming the lamp shaft

86.5cm high, signed in the cast 'Zach'

£7,000 - 9,000

€8,300 - 11,000

*Literature:*

Victor Arwas, 'Art Deco Sculpture', Academy Editions, 1992, p. 222 for a similar study





77Y

**Paul Philippe (1870-1930)**

'Russian Dancer' a Carved Wood and Ivory Figure, circa 1925  
the female dancer wearing a long draped dress, standing on one foot  
with the other raised, her arms out stretched, raised on a marble plinth  
base

61.5cm high, signed to plinth 'P. Philippe'

£8,000 - 12,000

€9,400 - 14,000



78Y

**H. Keck**

A Cold-painted Bronze and Carved Ivory Study of a Dancer, circa 1925  
the female with elaborate bodice and a flowing skirt, with blue, red and  
turquoise detailing, raised on a marble base  
57cm high, signed in the cast 'H. Keck fec.'

£7,000 - 10,000

€8,300 - 12,000



79Y

**Ferdinand Preiss (1892-1943)**

'The Shawl' a Carved Ivory and Silvered and Gilt Bronze Study, circa 1925

the carved standing nude female holding a shawl around her legs, the shawl with stylised motif design, raised on an onyx plinth base

39cm high, base signed 'F. Preiss'

£15,000 - 20,000

€18,000 - 24,000

*Literature:*

Alberto Shayo, 'Ferdinand Preiss; Art Deco Sculpture', Antique Collectors' Club, 2005, pg. 89 for a similar example





80Y  
**Armand Godard**  
*'Danseuse des Indes' a Cold-painted and Carved Ivory Study, circa 1925*  
 the female dancer wearing an elaborate bodice and head dress and an  
 ankle length skirt, highlighted in green, raised on a marble base  
*51cm high, signed to marble 'Godard', stamped 'Bronze'*  
 £7,000 - 10,000  
 €8,300 - 12,000

*Literature:*

Victor Arwas, *'Art Deco Sculpture'*, Academy Editions, 1992, p. 102



81Y  
**Ferdinand Preiss (1892-1943)**  
*'The Spring' a Carved Ivory and Marble Study, circa 1925*  
 the nude female carved in ivory, leaning against a marble wall with  
 applied grotesque water fountain in gilt bronze  
*18cm high, apparently unsigned*  
 £5,000 - 7,000  
 €5,900 - 8,300

*Literature:*

Alberto Shayo, *'Ferdinand Preiss; Art Deco Sculpture'*, Antique  
 Collectors' Club, 2005, pg. 119 for a similar example



82Y

**Prof. Otto Poertzel (1876-1963)**

'Medieval Group' an Impressive Cold-painted Bronze and Carved Ivory  
Study, circa 1925

modelled as a maiden riding side-saddle on a large dappled grey  
dressage horse, gazing down at a romantic young male who is reaching  
up to assist her, his harp laid by the horse's feet, on a black marble plinth  
inset with green onyx bands

56cm high, signed in the cast 'Prof. Poertzel' with foundry mark for  
'Priess & Kassler'

£20,000 - 25,000

€24,000 - 29,000

*Literature:*

Victor Arwas, *'Art Deco Sculpture'*, Academy Editions, 1992, pg. 153

Bryan Catley, *'Art Deco and other Figures'*, Antique Collectors' Club,  
2003, pg. 270 for a similar examples





83



84



85

83Y

**Roland Paris (1894-1945)**

'Pagliacchi' a Cold-painted Bronze and Carved Ivory Study, circa 1920 depicting a Pierrot in dark purple costume holding a baton in one hand, raised on an octagonal marble base

26.5cm high, signed to base 'Roland Paris'

£2,500 - 3,500

€2,900 - 4,100

84Y

**Roland Paris (1894-1945)**

A Pair of Patinated Bronze and Carved Ivory Figural Bookends, circa 1920

one with clown figure seated with an owl on his knee, the other seated with a bird on his knee, on onyx bases

17cm high, signed 'Roland Paris' (2)

£2,500 - 3,500

€2,900 - 4,100

*Literature:*

Bryan Catley, 'Art Deco and other Figures', Antique Collectors' Club, 2003, pg. 359 for a similar pair

85Y

**European**

A Cold-Painted Bronze and Carved Ivory Figure of a Male Flute Player, circa 1925

depicting the Pied Piper, raised on an octagonal marble base

29cm high, faint indistinct signature in cast

£600 - 800

€710 - 940



86Y

Ferdinand Preiss (1892-1943)

'Tambourine Dancer' a Gilt Bronze and Carved Ivory Figure, circa 1925 depicting a female dancer with flowing hair and a long flowing dress holding a tambourine in one hand, raised on a marble base

35cm high, signed to cast 'F. Preiss' (restorations)

£6,000 - 8,000

€7,100 - 9,400



87Y

Louis-Ernest Barrias (1841-1905)

'Winged Victory' a Gilt Bronze and Carved Ivory Study, circa 1900 modelled as the goddess in billowing dress, holding a laurel wreath and a horn in the other hand, standing on a globe, raised on a blue marble base

44cm high, signed 'E. Barrias' with 'Susse Frères Ed.' foundry mark (damages)

£6,000 - 8,000

€7,100 - 9,400



88



89



90

88Y

**Armand Godard**

'Danseur à la Boule' a Gilt-Bronze and Carved Ivory Figure, circa 1925 depicting a young female dancer with arms outstretched, raised on a stepped marble base

29cm high, signed to base 'A. Godard' (lacking ball)

£4,000 - 5,000

€4,700 - 5,900

89Y

**Solange Bertrand (1913-2011)**

'Élégante au Levrier' a Gilt Bronze and Carved Ivory Group, circa 1925 depicting a lady in stylised fur-collared coat with a hound by her side

29cm high, signed in cast 'S. Bertrand'

£1,800 - 2,200

€2,100 - 2,600

90Y

**Dorothea Charol (1889-1963)**

A Cold-Painted Bronze and Carved Ivory Figure of a Ballet Dancer, circa 1925

the female dancer depicted 'en pointe' with her left leg raised, on a short marble base

41.5cm high, stamped 'D. Charol'

£2,000 - 2,500

€2,400 - 2,900





91

91

**Suteur**

A Gilt Bronze and Carved Alabaster Figure of a Dancing Girl, circa 1925

depicted playing the castanets, her nude body carved in alabaster, her arms draped with a robe cast in gilt bronze, on a circular marble base

37cm high, signed in cast 'Suteur' (repairs to arms)

£1,000 - 1,500

€1,200 - 1,800

92Y

**Affortunato Gori (Fl. 1895-1925)**

A Gilt Bronze and Carved Ivory Study, circa 1920

modelled as a woman wrapped in a long hooded robe

34cm high, signed in the cast 'A. Gori'

£2,000 - 3,000

€2,400 - 3,500

93Y

**Ferdinand Preiss (1892-1943)**

'Tambourine Dancer Sitting' a Gilt Bronze and Carved Ivory Study, circa 1925

the female modelled sitting on the edge of the marble base, wearing a flowing dress with a tambourine in one hand

16.5cm high, apparently unsigned

£1,000 - 1,500

€1,200 - 1,800

*Literature:*

Alberto Shayo, 'Ferdinand Preiss; Art Deco Sculpture', Antique Collectors' Club, 2005, pg. 78 for a similar example



92



93



94



95

94Y

**Ferdinand Preiss (1892-1943)**

'Proserpina' a Gilt Bronze and Carved Ivory Figure, circa 1925  
the female goddess wearing a gilt bronze tunic, leaning against a  
naturalistic rock base in patinated bronze, on an octagonal marble base  
*23cm high, unmarked*

£3,500 - 4,000

€4,100 - 4,700

95Y

**Ferdinand Preiss (1892-1943)**

'Pierrette' a Cold-painted Bronze and Carved Ivory Study, circa 1925  
modelled as a young girl in red clown hat, wearing a red dress with ruff  
collar, raised on a marble base  
*18cm high, signed in the cast 'F. Preiss'*

£3,500 - 5,000

€4,100 - 5,900

*Literature:*

Bryan Catley, 'Art Deco and other Figures', Antique Collectors' Club,  
2003, pg. 284 for a similar example

96Y

**Peter Tereszczuk (1875-1963)**

A Patinated Bronze and Carved Ivory Figure, circa 1925  
the female figure stood behind an oriental clothes screen removing her  
dress, on a marble base  
*23cm high*

£700 - 900

€830 - 1,100



96



97

97Y

**Henn**

A Carved Ivory and Cold-Painted Model of a Dancing Girl, circa 1925  
she wears a gilded costume on faceted onyx base

22.5cm high, signed in cast 'Henn' 'Made in Austria'

£700 - 900

€830 - 1,100



98

98Y

**Josef Lorenzl (1892-1950)**

A Carved Ivory and Cold-Painted Model of a Dancing Girl, circa 1925  
she poses on one leg, dressed in a revealing silvered costume off an onyx  
base

26.5cm high, signed 'Lorenzl' in cast

£2,000 - 3,000

€2,400 - 3,500



99

99Y

**Josef Lorenzl (1892 - 1950), attributed**

A Gilt and Cold-Painted Bronze and Carved Ivory Figure of a Dancer,  
circa 1925

depicting a young girl poised on tip toe, one leg raised up behind her,  
both arms up, with painted floral pattern to her dress, raised on a green  
onyx base

25cm high (including base)

£700 - 900

€830 - 1,100



100

100Y

**Josef Lorenzl (1892 - 1950)**

A Gilt and Cold-Painted Bronze and Carved Ivory Figure of a Dancer,  
circa 1925

depicting a young girl poised on tip toe, one leg raised up in front of her,  
both arms up, hair in swept up motion, with painted floral decoration to  
her dress, raised on a green onyx base

27cm high (including base)

£700 - 900

€830 - 1,100





101

104



102

103



105

101Y

**Dakon**

A Carved Ivory and Cold-Painted Model of a Dancing Girl, circa 1925 she poses on one leg, dressed in silvered cape costume with floral decoration, off an onyx base

24cm high, signed in cast 'Dakon'

£700 - 900

€830 - 1,100

102

**Josef Lorenzl (1892-1950)**

A Cold-Painted Bronze Model of a Dancing Girl, circa 1925 she poses on one leg, dressed in dark grey and gilded tunic costume off an onyx base

19.5cm high, unmarked

£500 - 700

€590 - 830

103Y

**Josef Lorenzl (1892-1950)**

A Carved Ivory and Cold-Painted Model of a Dancing Girl, circa 1925 she is depicted poised on one leg in a gilded and red costume off an onyx base

24cm high, signed 'Renz'

£700 - 900

€830 - 1,100

## Other Properties

104Y

**Josef Lorenzl (1892-1950)**

A Carved Ivory and Cold-Painted Model of a Dancing Girl, circa 1925 she is depicted poised on one leg in silver-coloured costume with enamelled floral detailing off an onyx base

27.5cm high, signed in cast 'Lorenzl' with 'Crejo' painter's monogram

£1,200 - 1,500

€1,400 - 1,800

105

**Josef Lorenzl (1892-1950)**

A Cold-painted Bronze Study of a Dancing Girl, circa 1925 she poses on one leg, dressed in red-banded skirt and pale blue tunic off an onyx base

23.5cm high, signed in cast 'Lorenzl'

£1,000 - 1,500

€1,200 - 1,800



106

106Y

Demetre Chiparus (1886-1947)

'The Ball Game' a Rare Gilt Bronze and Carved Ivory Figure, circa 1925 modelled as a young woman in long pleated dress and stylised cap holding a ball above her head, on a lozenge shaped marble base 39cm high, signed in the cast 'D.H. Chiparus'

£6,000 - 8,000

€7,100 - 9,400

For an illustration of this rare study please see Bryan Catley 'Art Deco and Other Figures', Antique Collector's Club, 2003, pg. 80. This example is not listed in Alberto Shayo's reference work.

107

Demetre Chiparus (1886-1947)

'Chain Dancer' a Patinated Bronze Study, circa 1925 the figure balances on one leg off a marble base 30cm high, signed 'Chiparus'

£3,500 - 4,000

€4,100 - 4,700



107



108



109

108Y

**Demetre Chiparus (1886-1947)**

'Pierrot' a Carved Ivory and Patinated Bronze Sculpture, circa 1925  
the male musician playing a lute, on naturalistic rectangular base  
30cm high, signed in the cast 'D. H. Chiparus'

£4,000 - 6,000

€4,700 - 7,100

*Literature:*

Alberto Shayo, *'Chiparus; Master of Art Deco'*, Abbeville Press, 1999, pg.  
196 for a similar example

109

**Demetre Chiparus (1886-1947)**

'Accident de Chasse' a Silvered Bronze Figural Mantle Clock, circa 1925  
modelled as a young woman attending a hound with injured paw, on  
a shaped green and white marble base housing an Art Deco style clock  
face

35cm high, 53cm long, signed in the cast 'D. H. Chiparus'

£2,500 - 3,000

€2,900 - 3,500





110Y

**Demetre Chiparus (1886-1947)**

**'Tanara' a Large Cold-painted Bronze and Carved Ivory Sculpture, circa 1925**

modelled as a female ballerina in an exotic costume with pleated skirt, seated tying one shoelace, on a stepped marble base

35cm high, signed to marble 'D.H. Chiparus'

£25,000 - 30,000

€29,000 - 35,000

*Literature:*

Alberto Shayo *'Chiparus; Master of Art Deco'*, second edition, Abbeville Publishing, 1999, p. 83



This illustration from Catley shows the actual model offered by Bonhams.

## Alméria

### Introduction by Alberto Shayo

What is in a name? The combination of just a few letters can convey the unexpected imagery of an artist. When this artist is Demetre Chiparus the significance is surprising.

The young aspiring artist left his native Romania at age of 23. He shyly entered the world of sculpture in Paris where he achieved maturity beyond his wildest expectations.

He unashamedly mirrored the vitality and frenzy that he saw all around him in the Paris of the 1920's and 1930's. Drawing inspiration from ballets, music halls, fashions and moving pictures. He was well prepared to do so. Having studied sculpture in Florence at the hands of Raffaello Romanelli and later at the Ecole des Beaux-Arts in Paris. Though he was not a particularly good student, his inner self was ready to express itself with an unparalleled energy.

He attended the Académie de la Grande Chaumière, an art school in Paris where he used different female models for different body parts: a certain model for the face, another for the legs, yet another for the arms and so forth.







A watercolour drawing by Léon Bakst with dancer in a similar pose.

He named his sculptures according to the characters they portrayed, not the actual performers. The names of the figures were part of the aura of all things foreign and exotic, the appeal of all that was new and intriguing. And the names were as exotic as the stances they took.

Alméria falls into this category. The dancer is poised in an unstable position standing on one foot with arms outstretched backwards as if ready to fall yet preserved in an almost photographic moment for eternity.

The leotard costume tightly gripping the body is enhanced by a modern skirt and several cutout patterns. All this is heightened by the display of sun rays forms, six of them in total.

The onyx base, in the shape of an Aztec pyramid, gives it a sculptural form on its own and uniqueness due to the marble veining.

Chiparus never abandoned his passion for painting but it is through sculpture that he affirmed himself. He was fortunate enough to have known success in his own lifetime.

However it was time that would further enhance him as one of the prime decorative sculptors intricately associating his name with that of the Art Deco movement.

Alberto Shayo  
June 2013





111Y

**Demetre Chiparus (1886-1947)**

'Alméria' an Important Cold-Painted Bronze and Carved Ivory Sculpture, circa 1925

possibly modelled as Bronislava Nijinska in performance at the Ballet Russes, she balances on one leg in a dramatic pose, with the other raised to a kick, her back arched with arms outstretched behind her head, wearing a stylised head dress and matching cuffs, and a flamboyant dress with flame design, cut away at the midriff and split at the waist to allow for an elaborate flared skirt with further flame design to reverse, the bronze gilt, silvered and cold-painted in tones of crimson and steel blue, offered for sale with the original onyx display pedestal 63cm high, signed to base 'Chiparus', the separate pedestal 97cm high

£200,000 - 300,000

€240,000 - 350,000

*Literature:*

Bryan Catley, 'Art Deco and other Figures', Antique Collectors' Club, 2003, pg. 100 for this exact example

Alberto Shayo, 'Chiparus; Master of Art Deco', Abbeville Press, 1999, pg. 130-131

Victor Arwas, 'Art Deco Sculpture', Academy Editions, 1992, pg. 36

*Provenance:*

Part of a family collection dating back to 1938. The figure is listed in an inventory dated October 1968, where it is described as 'A fine Viennese figure of a dancing girl'.









113



114



112

112

**Demetre Chiparus (1886-1947)**

'Cleopatra' a Silvered Bronze Sculpture, circa 1925

raised on a marble plinth with title plaque

20cm high, 42cm wide, signed 'D.H Chiparus'

£8,500 - 10,000

€10,000 - 12,000

*Literature:*

Bryan Catley, 'Art Deco and Other Figures', Antique Collector's Club, 2003, p. 84.

113

**Josef Lorenzl (1892-1950)**

A Large Art Deco Silvered Bronze Model of a Dancing Girl, circa 1925

she is depicted poised on one leg with arms raised, off a circular marble base

52.5cm high, signed in cast 'Lorenzl'

£2,000 - 3,000

€2,400 - 3,500

114

**Claire J. R. Colinet (1880-1950)**

'Juggler' a Large Gilt Bronze Sculpture, circa 1925

depicting a female nude balancing a ball on her fingers and toes, raised on a circular marble plinth

52cm high, signed to base 'C.J.R. Colinet'

£2,000 - 2,500

€2,400 - 2,900

*Literature:*

Bryan Catley, 'Art Deco and other Figures', Antique Collectors' Club, 2003, pg. 119 for a similar example



115

115Y

**Claire J. R. Colinet (1880-1950)**

'Handkerchief Dancer' a Carved Ivory and Gilt Bronze Sculpture, circa 1925

the female dancer in exotic dress, holding handkerchiefs in each hand highlighted in salmon pink, on a shaped marble base

31cm high, signed to base 'C.J.R. Colinet'

£6,000 - 8,000

€7,100 - 9,400

*Literature:*

Bryan Catley, 'Art Deco and other Figures', Antique Collectors' Club, 2003, pg. 120 for a similar example

116Y

**Ernst Segar (1868-1939)**

'The Hoop Dancer' a Gilded Bronze and Carved Ivory Study, circa 1920 cast and carved as a female performer clasp the large metal hoop, on marble plinth base

21.5cm high, signed in cast 'Segar' with foundry mark

£1,800 - 2,200

€2,100 - 2,600



116





(Reverse View)

117

**Bruno Zach (1891-1935)**

'The Riding Crop' an Excellent Patinated Bronze Study, circa 1925 the seductive female modelled bare-chested and dressed in negligé, stockings and heels, holding a riding crop behind her back, on later marble base

86cm high, signed in cast 'Bruno Zach'

£55,000 - 65,000

€65,000 - 77,000

*Literature:*

Victor Arwas, 'Art Deco Sculpture', Academy Editions/St Martin's Press, 1992, pg. 230

Bryan Catley, 'Art Deco and Other Figures', Antique Collector's Club, 2003, pg. 332



118Y

Ferdinand Preiss (1892-1943)

'Lighter than Air' a Good Carved Ivory and Cold-painted Bronze Sculpture, circa 1925

the young woman wearing a steel blue tunic, holding aloft a glass sphere, on an onyx and marble plinth

35cm high, signed 'F. Preiss' to marble

£15,000 - 20,000

€18,000 - 24,000

*Literature:*

Alberto Shayo, 'Ferdinand Preiss; Art Deco Sculpture', *Antique Collectors' Club*, 2005, pg. 183 for a similar example

119Y

**Ferdinand Preiss (1892-1943)**

'Spring Awakening' a Good Carved Ivory and Cold-painted Bronze Sculpture, circa 1925 the allegorical female figure with a vibrant orange drape falling from her outstretched arms, raised on a marble plinth

35cm high, signed in the cast 'F.Preiss'

£15,000 - 20,000

€18,000 - 24,000

*Literature:*

Alberto Shayo, 'Ferdinand Preiss: Art Deco Sculpture', *Antique Collectors' Club*, 2005, pg. 179 for a similar example







120

120Y

**Ferdinand Preiss (1892-1943)**

'Vanity' a Cold-painted Bronze and Carved Ivory Figure Mounted as a Table Lamp, circa 1920

off a faceted marble base, with original period shade

the figure 20cm high, signed in cast 'F.Preiss'

£3,500 - 4,500

€4,100 - 5,300

121Y

**Ferdinand Preiss (1892-1943)**

'Gamine' a Carved Ivory and Cold-painted Bronze Sculpture, circa 1925

the female dressed in silvered short sleeved dress and jacket, with pink highlights, on an onyx base

34cm high, signed to onyx 'F.Preiss'

£8,000 - 12,000

€9,400 - 14,000

*Literature:*

Alberto Shayo, 'Ferdinand Preiss; Art Deco Sculpture', Antique Collectors' Club, 2005, pg. 181 for a similar example



121



122



123

122Y

**Ferdinand Preiss (1892-1943)**

'Girl with Casket' and 'Boy with Apple' Two Carved Ivory Child Studies, circa 1925

raised on octagonal onyx plinths

Each 15.2cm high and signed to ivory 'F. Preiss' (2)

£2,000 - 2,500

€2,400 - 2,900

*Literature:*

Alberto Shayo, 'Ferdinand Preiss; Art Deco Sculpture', Antique Collectors' Club, 2005, pg. 126 for similar examples

123Y

**Ferdinand Preiss (1892-1943)**

A Carved Ivory and Patinated Bronze Bust, circa 1920

depicting a young maiden with pleated hair wearing a tunic, on an onyx base 9.5cm high, apparently unsigned

£1,500 - 2,000

€1,800 - 2,400

*Literature:*

Bryan Catley, 'Art Deco and other Figures', Antique Collectors' Club, 2003, pg. 273 for a similar example



124

124

**Marc Chagall (1887-1985) for Egidio Costantini**

A Fucina degli Angeli Murano Glass Vase, 1954

in blown glass with internal bubbles and flecks of colour, having applied figural abstract decoration in yellow and green

41cm high, signed and numbered to base '2/3 Marc Chagall' with maker's marks and date, together with custom made case by Costantini.

£8,000 - 14,000

€9,400 - 17,000

*Provenance:*

Formerly part of the collection of Sir Lionel Jacobson



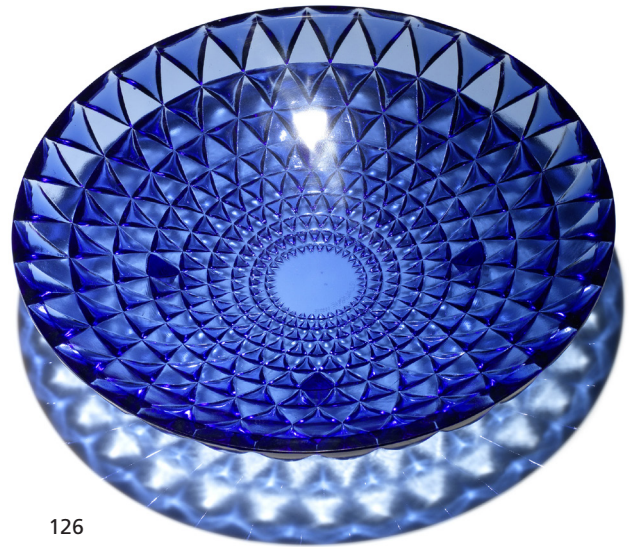
# The Glass of René Lalique







125



126



127



128

125

**René Lalique (1860-1945)**  
 'Avallon' a Vase, design 1927  
 frosted topaz glass  
 14.5cm high, engraved 'R. Lalique France'  
 £3,200 - 3,800  
 €3,800 - 4,500

Marcilhac no. 986

126

**René Lalique (1860-1945)**  
 'Rosace' a Bowl, design 1930  
 polished blue glass  
 31.5cm diam, engraved 'R. Lalique'  
 £3,500 - 4,000  
 €4,100 - 4,700

Marcilhac no. 409

127

**René Lalique (1860-1945)**  
 'Béliers' a Vase, design 1925  
 smokey topaz glass, frosted and polished  
 19cm high, engraved 'R. LALIQUE'  
 £1,000 - 1,500  
 €1,200 - 1,800

Marcilhac no. 904

128

**René Lalique (1860-1945) for D'Orsay**  
 'Ambre' a Perfume Bottle and Stopper, design 1911  
 black glass, frosted and polished, with remnants of staining  
 13.3cm high, moulded 'LALIQUE'  
 £1,000 - 1,500  
 €1,200 - 1,800



129

129

**René Lalique (1860-1945)**

'Camille' a Perfume Bottle and Stopper, design 1927

blue glass, frosted

6cm high, engraved 'R.Lalique France No 516' and moulded 'R.LALIQUE FRANCE'

£3,500 - 4,000

€4,100 - 4,700

Marcilhac no. 516



130

130

**René Lalique (1860-1945)**

'Capricornes' a Perfume Bottle and Stopper, design 1912

clear glass, with black enamel detailing

8.3cm high, engraved 'R.Lalique'

£2,400 - 2,800

€2,800 - 3,300

Marcilhac no. 484



131

131

**René Lalique (1860-1945) for Roger & Gallet**

'Le Jade' a Perfume Bottle and Stopper, design 1926

green glass, frosted and polished

8cm high, moulded marks to base

£2,400 - 2,800

€2,800 - 3,300

Recorded in Felix Marcilhac's 'R.Lalique, Oeuvre De Verre' on page 943.

132

**René Lalique (1860-1945)**

'Camille' a Perfume Bottle and Stopper, design 1927

electric blue glass, frosted

6cm high, engraved 'R.Lalique France No 516'

£3,500 - 4,000

€4,100 - 4,700

Marcilhac no. 516



132



133



134



135



136

133

René Lalique (1860-1945) for Gabilla  
'Glycines' a Perfume Bottle and Stopper, design 1925  
frosted and polished glass, with blue staining  
10.8cm high, moulded 'R.LALIQUE PARIS FRANCE'  
£2,000 - 2,500  
€2,400 - 2,900

134

René Lalique (1860-1945) for D'Orsay  
'Les Fleurs D'Orsay', a Five Compartmental Perfume Bottle Presentation  
Piece, design 1925  
frosted and polished glass, heightened with sepia staining  
22.3cm long, unsigned, stoppers numbered '1,2,3,4,2'  
£1,500 - 2,000  
€1,800 - 2,400

Recorded in Felix Marcilhac's 'R.Lalique, Oeuvre De Verre' on page 930.

135

René Lalique (1860-1945) for Coty  
'Ambre Antique' a Perfume Bottle and Stopper, design 1910  
frosted glass, with sepia staining  
15.5cm high, moulded 'R.LALIQUE'  
£1,000 - 1,500  
€1,200 - 1,800

136

René Lalique (1860-1945) for Arys  
'Rose Sans Fin' a Perfume Bottle and Stopper, design 1919  
frosted and polished glass  
9cm high, faintly moulded 'R.LALIQUE FRANCE'  
£350 - 450  
€410 - 530





137

**137**  
**René Lalique (1860-1945) for Deleltrez**  
 'Inalda' a Perfume Bottle and Stopper, design 1930  
 clear glass, with black enamel detailing  
 9cm high, moulded 'R.LALIQUE FRANCE'  
 £2,500 - 3,000  
 €2,900 - 3,500



138

**138**  
**René Lalique (1860-1945)**  
 'Amour Assis' a Figural Box and Cover, design 1919  
 clear and frosted glass, with blue staining  
 14cm high, moulded 'R.LALIQUE'  
 £2,500 - 3,000  
 €2,900 - 3,500

Marcilhac no. 3



139

**139**  
**René Lalique (1860-1945)**  
 'Telline' a Perfume Bottle and Stopper, design 1920  
 frosted glass, with blue staining  
 9.8cm high, moulded 'R.LALIQUE'  
 £1,500 - 2,000  
 €1,800 - 2,400

Marcilhac no. 508

**140**  
**René Lalique (1860-1945)**  
 'Lys' a Bowl, design 1924  
 opalescent glass, frosted and polished  
 23.8cm diam, moulded 'R.LALIQUE'  
 £1,200 - 1,600  
 €1,400 - 1,900

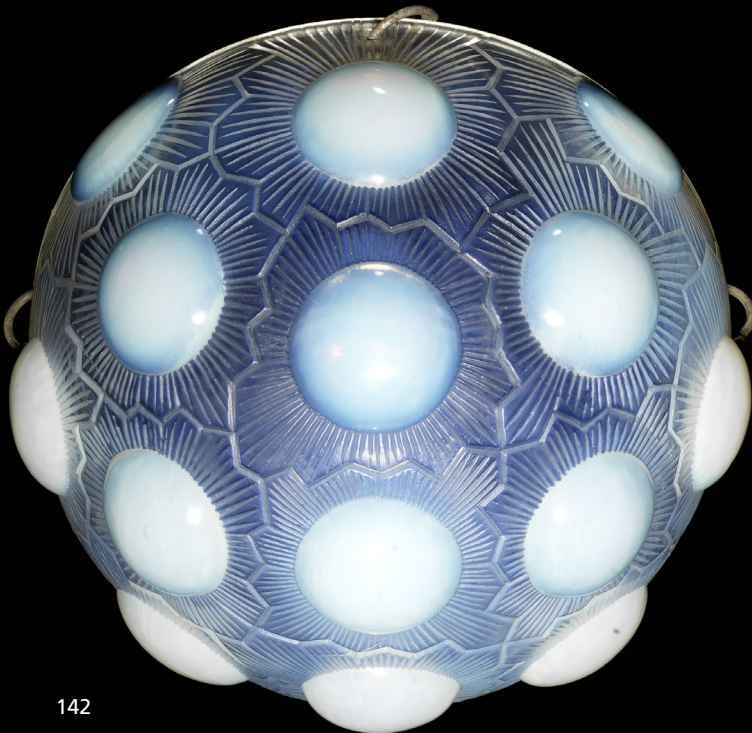
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140



141



142

141

**René Lalique (1860-1945)**

'Anges' a Bowl, design 1930

amber glass, frosted and polished, with  
remnants of white staining

37cm diam, etched 'R.LALIQUE'

£4,000 - 5,000

€4,700 - 5,900

Marilhac no. 410

142\*

**René Lalique (1860-1945)**

'Soleil' a Plafonnier, design 1926

opalescent glass, frosted and polished, with  
remnants of sepia staining

31cm diam, engraved 'R.LALIQUE FRANCE'

£7,000 - 9,000

€8,300 - 11,000

Marilhac no. 2466





143

**René Lalique (1860-1945)**

'Quatre Danseuses' an Illuminated Decorative Panel, design 1920

depicting four dancing ladies, in clear frosted glass, heightened with sepia staining, mounted on original bronze base

22cm high (including bronze base), moulded 'R. LALIQUE'

£12,000 - 15,000

€14,000 - 18,000

Marcilhac no. 1108





144



145

144

René Lalique (1860-1945)

'Naiades' a Clock, design 1926

clear glass with slight opalescence, frosted and polished,  
heightened with aqua staining

11.3cm high, moulded 'R.LALIQUE'

£2,000 - 2,500

€2,400 - 2,900

Marcilhac no. 764

145

René Lalique (1860-1945)

'Sirènes' a Clock, design 1928

clear glass, frosted and polished, heightened with sepia staining

11.4cm high, moulded 'R.LALIQUE'

£1,000 - 1,500

€1,200 - 1,800

Marcilhac no. 729

146

René Lalique (1860-1945)

'Quatre Sirènes' an Inkwell, design 1920

opalescent glass, frosted and polished

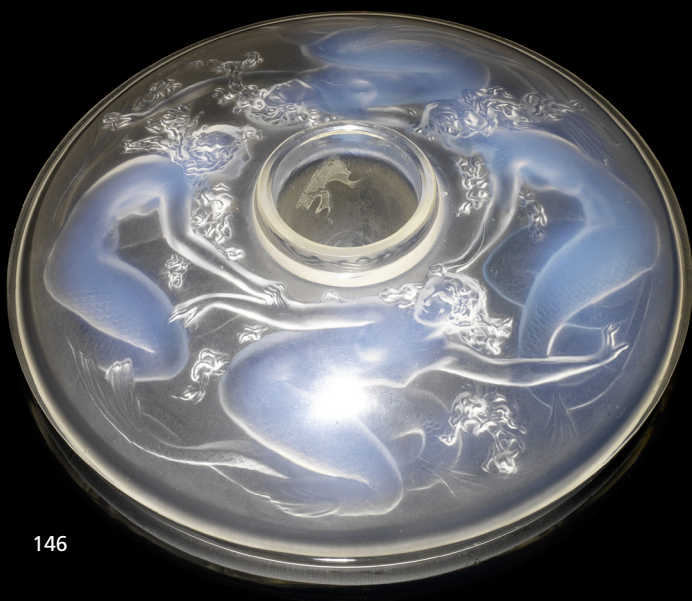
16cm diam, engraved 'R.Lalique France', moulded 'LALIQUE'

(missing cover)

£800 - 1,200

€940 - 1,400

Marcilhac no. 434



146





147

René Lalique (1860-1945)

'Monnaie Du Pape' a Box, design 1914

consisting of 5 glass panels, frosted and polished, with sepia staining and silver backing, inlaid into a wooden box

14cm by 31.5cm

£15,000 - 18,000

€18,000 - 21,000

Marcilhac no. 350



148  
René Lalique (1860-1945)  
'Longchamp' a Car Mascot, design 1929  
frosted clear glass  
12.5cm high, signed 'R. Lalique'  
£6,000 - 7,000  
€7,100 - 8,300

Marcilhac no. 1152B



149  
René Lalique (1860-1945)  
'Grande Libellule' a Car Mascot, design 1928  
polished and frosted glass with light amethyst tint  
21cm high, engraved 'R. Lalique'  
£6,500 - 7,500  
€7,700 - 8,800

Marcilhac no. 1145





150

**150**  
**René Lalique (1860-1945)**  
 'Côte d'Azur' a Statuette, design 1929  
 frosted clear glass  
 16cm high, moulded 'R.Lalique'  
 £4,000 - 5,000  
 €4,700 - 5,900

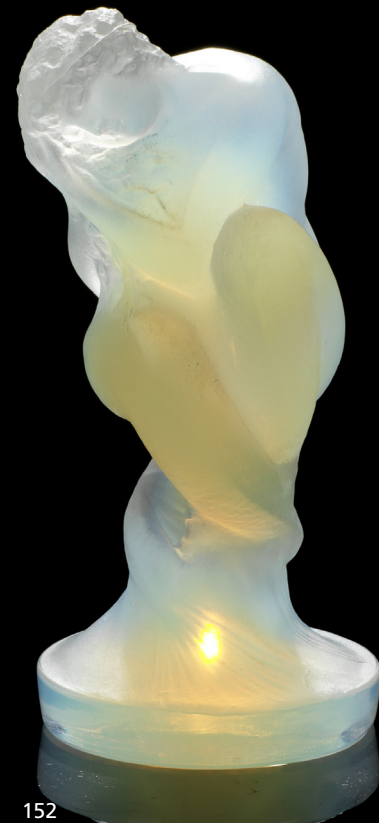
Recorded in Felix Marcilhac's 'R.Lalique, Oeuvre De Verre' on page 930.



151

**151**  
**René Lalique (1860-1945)**  
 'Naiade' a Statuette, design 1920  
 frosted opalescent glass with traces of blue staining  
 13cm high, moulded 'R.LALIQUE'  
 £5,500 - 6,500  
 €6,500 - 7,700

Marcilhac no. 832



152

**152**  
**René Lalique (1860-1945)**  
 'Sirène' a Statuette, design 1920  
 frosted opalescent glass  
 10.5cm high, moulded 'R. Lalique'  
 £2,800 - 3,200  
 €3,300 - 3,800

Marcilhac no. 831



153

**153**  
**René Lalique (1860-1945)**  
 'Coq Houdan' a Car Mascot, design 1929  
 clear glass, frosted and polished  
 20cm high, engraved 'R.LALIQUE FRANCE'  
 £5,500 - 6,500  
 €6,500 - 7,700

Marcilhac no. 1161



154

**154**  
**René Lalique (1860-1945)**  
 'Faucon' a Car Mascot, design 1925  
 glass with amethyst hue, frosted and polished  
 16cm high, moulded 'R.LALIQUE', engraved 'FRANCE'  
 £2,500 - 3,500  
 €2,900 - 4,100

Marcilhac no. 1124



155

**155**  
**René Lalique (1860-1945)**  
 'Formose' a Vase, design 1924  
 cased opalescent glass, frosted and heightened with strong blue staining  
 17cm high, engraved 'R.Lalique France No:934'  
 £1,600 - 2,000  
 €1,900 - 2,400

Marcilhac no. 934





156

156

René Lalique (1860-1945)

'Danaïdes' a Vase, design 1926

opalescent glass, frosted and polished

18.1cm high, engraved 'R.LALIQUE FRANCE No. 972'

£5,000 - 6,000

€5,900 - 7,100

Marcilhac no. 972



157

157

René Lalique (1860-1945)

'Ceylan' a Vase, design 1924

opalescent glass, frosted and polished, heightened with green staining

23.8cm high, engraved 'R.LALIQUE FRANCE'

£5,000 - 6,000

€5,900 - 7,100

Marcilhac no. 905



158

158

René Lalique (1860-1945)

'Grenade' a Vase, design 1930

blue glass, frosted and polished

11.4cm high, signed 'R.LALIQUE'

£3,500 - 4,500

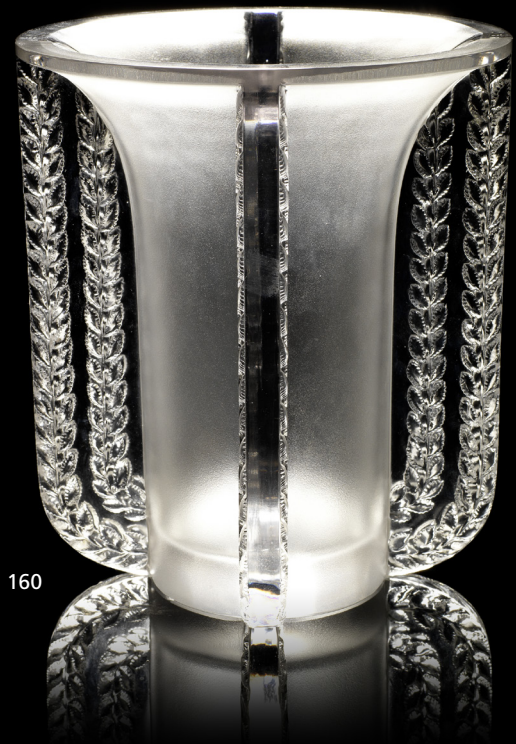
€4,100 - 5,300

Marcilhac no. 1045





159



160



161

159

**René Lalique (1860-1945)**

'Pierrefonds' a Vase, design 1926

clear glass, frosted and polished

15cm high, etched 'R.LALIQUE FRANCE'

£4,000 - 5,000

€4,700 - 5,900

Marcilhac no. 990

160

**René Lalique (1860-1945)**

'Marignane' a Vase, design 1936

clear glass, with textured frosted panels to body

23.4cm high, etched 'R.LALIQUE FRANCE'

£2,600 - 3,000

€3,100 - 3,500

Marcilhac no. 10-895

161

**René Lalique (1860-1945)**

'Bordure Épines' a Vase, design 1913

clear glass, frosted and polished, with blue staining

19.9cm high, engraved 'R.LALIQUE'

£1,400 - 1,800

€1,700 - 2,100

Marcilhac no. 908



162

162

**René Lalique (1860-1945)**

'Mûres' a Vase, design 1930

opalescent glass, frosted and polished, heightened with dark blue staining

18.7cm high, etched 'R.LALIQUE FRANCE'

£3,000 - 4,000

€3,500 - 4,700

Marcilhac no. 1058



163

163

**René Lalique (1860-1945)**

'Tulipes' a Vase, design 1927

opalescent glass, frosted and polished, with blue staining

20.6cm high, engraved 'R.Lalique France No:995'

£2,200 - 2,600

€2,600 - 3,100

Marcilhac no. 995



164

164

**René Lalique (1860-1945)**

'Ajaccio' a Vase, design 1938

clear glass, frosted and polished, with strong green staining

20cm high, engraved 'R.Lalique France'

£1,800 - 2,200

€2,100 - 2,600

Marcilhac no. 10-914





165



166



167



168

165

**René Lalique (1860-1945)**

'Dahlias' a Vase, design 1923

clear glass, frosted and heightened with black enameling and blue staining

12.3cm high, engraved 'R.Lalique France No: 938'

£2,000 - 3,000

€2,400 - 3,500

Marcilhac no. 938

166

**René Lalique (1860-1945)**

'Domrémy' a Vase, design 1926

opalescent glass, frosted, with grey staining

21cm high, engraved 'R.Lalique France'

£1,200 - 1,600

€1,400 - 1,900

Marcilhac no. 979

167

**René Lalique (1860-1945)**

'Boulouris' a Vase, design 1933

opalescent glass, frosted and polished

15cm high, etched 'R.LALIQUE FRANCE'

£1,200 - 1,500

€1,400 - 1,800

Marcilhac no. 1094

168

**René Lalique (1860-1945)**

'Quatre Têtes Des Femmes et Raisins' a Vase, design 1939

clear glass, frosted and polished, with blue staining

13.7cm high, etched 'R.LALIQUE FRANCE'

£1,000 - 1,500

€1,200 - 1,800





169

**169**  
**René Lalique (1860-1945)**  
 'Bacchus' a Vase, design 1938  
 clear glass, frosted and polished, heightened with dark blue staining  
 16.8cm high, etched 'R.LALIQUE FRANCE'  
 £1,800 - 2,200  
 €2,100 - 2,600

Marcilhac no. 10-922



170

**170**  
**René Lalique (1860-1945)**  
 'Rennes' a Vase, design 1933  
 opalescent glass, frosted and polished  
 12cm high, etched 'R.LALIQUE FRANCE'  
 £2,200 - 2,600  
 €2,600 - 3,100

Marcilhac no. 10-875



171

**171**  
**René Lalique (1860-1945)**  
 'Moissac' a Vase, design 1927  
 opalescent glass, frosted and polished, with blue staining  
 12.8cm high, moulded 'R.LALIQUE' engraved 'FRANCE'  
 £1,200 - 1,500  
 €1,400 - 1,800

Marcilhac no. 992



172

172

**René Lalique (1860-1945)**

'Sirènes avec Bouchon Figurine' a Vase with Figural Stopper, design 1920  
frosted glass, with sepia staining  
36cm high, engraved 'R.Lalique France No:883' to base, marked '74' to  
base and stopper  
£8,000 - 10,000  
€9,400 - 12,000

Marcilhac no. 883

173

**René Lalique (1860-1945)**

'Douze Figurines avec Bouchon Figurine' a Vase with Figural Stopper,  
design 1920  
frosted glass, with sepia staining  
29.5cm high, etched 'R.LALIQUE' to base, marked '28' to base and  
stopper  
£4,000 - 5,000  
€4,700 - 5,900

Marcilhac no. 914



173





174  
René Lalique (1860-1945)  
'Fougères' a Vase, design 1913  
frosted electric blue glass  
15cm high, engraved 'R. Lalique'  
£5,500 - 6,500  
€6,500 - 7,700

Marcilhac no. 923

175  
René Lalique (1860-1945)  
'Malesherbes' a Vase, design 1927  
amber glass, frosted and polished  
23cm high, engraved 'R. Lalique France No:1014'  
£3,500 - 4,500  
€4,100 - 5,300

Marcilhac no. 1014



175





176  
René Lalique (1860-1945)  
'Aras' a Vase, design 1924  
frosted opalescent glass with navy highlights  
22.7cm high, moulded 'R. Lalique'  
£4,500 - 5,000  
€5,300 - 5,900

Marcilhac no. 919



177  
René Lalique (1860-1945)  
'Poissons' a Vase, design 1921  
clear glass, frosted and polished, with blue staining  
23.5cm high, engraved 'R. Lalique France'  
£4,000 - 5,000  
€4,700 - 5,900

Marcilhac no. 925



178

René Lalique (1860-1945)

'Gros Scarabées' a Vase, design 1923

clear glass, frosted and polished, with strong sepia staining  
28.8cm high, engraved 'R. Lalique France'

£8,500 - 9,500

€10,000 - 11,000

Marcilhac no. 892



179

René Lalique (1860-1945)

'Archers' a Vase, design 1921

clear and frosted glass, with pale blue staining  
26.6cm high, signed 'R. LALIQUE'

£4,000 - 5,000

€4,700 - 5,900

Marcilhac no. 893





180

180

**René Lalique (1860-1945)**

'Alicante' a Vase, design 1927

clear glass, frosted and heightened with strong green staining

25.5cm high, engraved 'R.Lalique France'

£10,000 - 12,000

€12,000 - 14,000

Marcilhac no. 998

181

**René Lalique (1860-1945)**

'Aras' a Vase, design 1924

amber glass, frosted and polished, with remnants of white staining

22.6cm high, moulded 'R.LALIQUE'

£8,000 - 9,000

€9,400 - 11,000

Marcilhac no. 919



181



182

René Lalique (1860-1945)

'Bacchantes' a Vase, design 1927

opalescent glass, frosted and polished

24.3cm high, etched 'R.LALIQUE FRANCE'

£28,000 - 32,000

€33,000 - 38,000

Marcilhac no. 997





183

**René Lalique (1860-1945)**

'Perruches' a Vase, design 1919

cased opalescent glass, frosted and polished, with blue staining

25.2cm high, engraved 'Lalique'

£10,000 - 12,000

€12,000 - 14,000

Marcilhac no. 876





184

**René Lalique (1860-1945)**

'Perruches' a Vase, design 1919

amber glass, frosted and polished, with remnants of white staining

25.1cm high, engraved 'R.Lalique France'

£12,000 - 14,000

€14,000 - 17,000

Marcilhac no. 876





185

**René Lalique (1860-1945)**

'Perruches' a Vase, design 1919

green glass, frosted and polished, with remnants of white staining

25.3cm high, engraved 'R.Lalique France'

£16,000 - 18,000

€19,000 - 21,000

Marcilhac no. 876



186

**René Lalique (1860-1945)**

'Perruches' a Vase, design 1919

electric blue glass, frosted and polished, with  
white staining

25.2cm high, moulded 'R.LALIQUE'

£16,000 - 18,000

€19,000 - 21,000

Marcilhac no. 876





187

**René Lalique (1860-1945)**

'Milan' a Vase, design 1929

green glass, frosted and polished

27.7cm high, engraved 'R.Lalique France'

£14,000 - 16,000

€17,000 - 19,000

Marilhac no. 1025





188

188<sup>AR</sup>

**James Tower (1918-1988)**

An Unusual Earthenware Cat, 1952

abstract form, with black and white tin glaze

35,8cm high, incised 'Tower '52'

£2,000 - 3,000

€2,400 - 3,500

*Literature:*

A similar cat can be seen in a contemporary photograph with the artist at the Bath Academy of Art, Corsham Court, 1952, reproduced in Timothy Wilcox's *'The Ceramic Art of James Tower'*, Lund Humphries, 2012, pg. 27

This study is believed to have been inspired by 'Fifi', the Siamese cat who Tower had a tempestuous relationship with, previously looked after by his mother-in-law.



189

189

**William Newland (1919-1998)**

A Bowl with Abstract Figural Design, 1954

earthenware, the interior with tin glaze design depicting male and female form on the back of a horse

34.7cm diam, signed 'William Newland 54'

£1,000 - 1,500

€1,200 - 1,800

*Provenance:*

Received as a wedding gift in 1955 by the current owner's parents



190



192

**190**  
**Michael Cardew (1901-1983)**  
 A Winchcombe Pottery Cider Flagon, circa 1935  
 earthenware body, with a horizontal banding design wiped through a  
 layer of cream slip revealing the body colour beneath  
 45cm high, Winchcombe Pottery seal and potter's seal, inscribed to the  
 underside '4Gall'  
 £1,500 - 2,000  
 €1,800 - 2,400

*Provenance:*

Possibly with Berkeley Galleries, London



191

**191**  
**Kanjiro Kawai (1890-1966)**  
 A Stoneware Bottle Vase, 1956  
 with circular roundels containing stylised foliate design against a cream  
 ground, layed blue and white glaze to the side panels  
 16cm high  
 £800 - 1,200  
 €940 - 1,400

*Provenance:*

Gifted to the vendors by Kawai in 1956, whilst lecturing at Tokyo  
 University. They were taken to meet him by a mutual acquaintance and  
 recall that the piece had just been fired, and was presented to them in  
 thick asbestos gloves.

**192AR**  
**Dame Lucie Rie (1902-1995)**  
 A Bulb Bowl, circa 1965  
 stoneware, white and grey pitted glaze with brown manganese flecks  
 11cm diam, impressed artist's seal  
 £1,200 - 1,800  
 €1,400 - 2,100

*Literature:*

For a similar examples see Houston/ Cripps, *'Lucie Rie: a survey of her life  
 and work'*, Crafts Council, 1981, cat. 167

Tony Birk's, *'Lucie Rie'*, Marston House, 2004, pg. 152

**193AR**  
**Dame Lucie Rie (1902-1995)**  
 A Sgraffito Bowl, circa 1970  
 stoneware, white interior with manganese exterior with sgraffito vertical  
 banding  
 16.8cm diam, impressed artist's seal  
 £800 - 1,000  
 €940 - 1,200

*Literature:*

Tony Birks', *'Lucie Rie'*, Marston House, 2004, p. 164-165 for similar  
 sgraffito examples



193



194



195



196

194AR

**Dame Lucie Rie (1902-1995)**

A Bottle Vase with Flaring Rim, 1964

porcelain, with radiating inlaid lines to rim, unglazed interior rim, manganese glaze to the body

21cm high, *impressed artist's seal (restored)*

£1,000 - 1,500

€1,200 - 1,800

*Provenance:*

Crafts Council exhibition, Sainsbury Centre, Norwich, and V&A Museum, London, 1981-1982, item 106

*Literature:*

Houston/ Cripps, 'Lucie Rie; a survey of her life and work', Crafts Council, 1981, cat. 106

195AR

**Dame Lucie Rie (1902-1995)**

A 'Cereal' Bowl, circa 1958

stoneware, white well with manganese exterior, squeezed to an oval

15cm wide, *impressed artist's seal*

£800 - 1,000

€940 - 1,200

196AR

**Dame Lucie Rie (1902-1995)**

A Cylindrical Vase, circa 1960

stoneware, manganese glaze to the exterior with white glaze interior

14cm high, *impressed artist's seal*

£800 - 1,200

€940 - 1,400

197AR

**Dame Lucie Rie (1902-1995)**

An Early Dish, circa 1940

earthenware, mottled brown and cream glaze

30.5cm diam, *impressed seal 'RIE'*

£1,500 - 2,000

€1,800 - 2,400



197





198AR

**Dame Lucie Rie (1902-1995)**

A Footed Bowl, circa 1978

stoneware, pitted green glaze with a bronze band to the rim

19.3cm diam, impressed artist's seal (minor restoration)

£2,000 - 3,000

€2,400 - 3,500

*Literature:*

Houston/ Cripps, *'Lucie Rie: a survey of her life and work'*, Crafts Council, 1981, p. 59 for a similar example

199AR

**Dame Lucie Rie (1902-1995)**

A Large Vase with Flaring Rim, circa 1975

stoneware, bottle form, mixed clays producing a brown and grey integral spiral to the neck and rim

34.9cm high, impressed artist's seal (restored)

£1,000 - 1,500

€1,200 - 1,800

*Provenance:*

*Crafts Council* exhibition, Sainsbury Centre, Norwich, and V&A Museum, London, 1981-1982, item 178

*Literature:*

Houston/ Cripps, *'Lucie Rie: a survey of her life and work'*, Crafts Council, 1981, cat. 178

200AR

Dame Lucie Rie (1902-1995)

A Large Vase with Flaring Lip, circa 1970

mixed clays producing an integral spiral in tones of cream, grey and green

26cm high, impressed artist's seal

£8,000 - 12,000

€9,400 - 14,000



201AR

Dame Lucie Rie (1902-1995)

A Large Vase with Flared Lip, 1979

stoneware, mixed clays producing an integral  
pink, green and blue spiral in the pitted glaze

35cm high, impressed artist's seal

£10,000 - 15,000

€12,000 - 18,000

*Provenance:*

Acquired from 'Kettle's Yard', Cambridge, selling  
exhibition 17th-30th June, 1979







202AR

**Hans Coper (1920-1981)**

A Rare 'Thistle' Form, circa 1970

t-material, the cylindrical foot supporting two vertically mounted discs joined at the rims, with oval rim above, incised with spiral design, white blistered slip over manganese and ochre, the interior with manganese glaze

21.2cm high, impressed artist's seal

£10,000 - 15,000

€12,000 - 18,000

*Literature:*

See Tony Birks', *'Hans Coper, Marston House, for a progressive development of the 'Thistle' form throughout Coper's career*



(Reverse View)



## Fine European Furniture, Decorative Arts & Asian Art

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A René Lalique 'Bouchon Eucalyptus', design 1919  
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## NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

### 1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams’* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller’s* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

*Bonhams* does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams’* relationship with the *Buyer*.

### 2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from

a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams’* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

#### *Estimates*

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

#### *Condition Reports*

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

#### *The Seller’s responsibility to you*

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

#### *Bonhams’ responsibility to you*

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller’s* agent only (unless *Bonhams* sells the *Lot* as principal).

*Bonhams* undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere.

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*Bonhams* does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on

*Bonhams’* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

#### *Alterations*

*Descriptions* and *Estimates* may be amended at *Bonhams’* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

### 4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

### 5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder* Registration Form, Absentee *Bidding Form* or Telephone *Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

**Bidding in person**

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

**Bidding by telephone (only available on lots with a low estimate greater than £400)**

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

**Bidding by post or fax**

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

**Bidding via the internet**

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

**Bidding through an agent**

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the

identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

**6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS**

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

**7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER**

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to VAT. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £25,000 of the <i>Hammer Price</i>
20% from £25,001 of the <i>Hammer Price</i>
12% from £500,001 of the <i>Hammer Price</i>

On certain *Lots*, which will be marked “AR” in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

**8. VAT**

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

- The following symbols are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:
- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
  - Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
  - \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

**9. PAYMENT**

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

**Sterling personal cheque drawn on a UK branch of a bank or building society:** all cheques must be cleared before you can collect your purchases;

**Bankers draft/building society cheque:** if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

**Cash:** you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

**Sterling travellers cheques:** you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

**Bank transfer:** you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc  
Address: PO Box 4RY  
250 Regent Street  
London W1A 4RY  
Account Name: Bonhams 1793 Limited Trust Account  
Account Number: 25563009  
Sort Code: 56-00-27  
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

**Union Pay cards:** these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

**Credit cards:** Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

## 10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

## 11. SHIPPING

Please refer all enquiries to our shipping department on:  
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: [shipping@bonhams.com](mailto:shipping@bonhams.com)

## 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

## 13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)  
Wildlife Licensing  
Floor 1, Zone 17, Temple Quay House  
2 The Square, Temple Quay  
BRISTOL BS1 6EB  
Tel: +44 (0) 117 372 8774

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

## 16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

### Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

### Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

## Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

## Licensing Requirements Firearms Act 1968 as amended

*Bonhams* is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

*Lots* marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

*Lots* marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

*Lots* marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

*Lots* marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

## Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

## 18. FURNITURE

### Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.



## 19. JEWELLERY

### ~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

### Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

### Signatures

#### 1. A diamond brooch, by Kutichinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

#### 2. A diamond brooch, signed Kutichinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

#### 3. A diamond brooch, mounted by Kutichinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

### Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

## 22. PORCELAIN AND GLASS

### Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

## 24. WINE

*Lots* which are lying under Bond and those liable to VAT may not be available for immediate collection.

### Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

### Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm  
15 to 30 years old – top shoulder (ts) or up to 5cm  
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

### Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

### Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

*Buyers* outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

### Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled  
DB – Domaine bottled  
EstB – Estate bottled  
BB – Bordeaux bottled  
BE – Belgian bottled  
FB – French bottled  
GB – German bottled  
OB – Oporto bottled  
UK – United Kingdom bottled  
owc – original wooden case  
iwc – individual wooden case  
oc – original carton

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

•, †, \*, G, Ω, α see clause 8, VAT, for details.

## DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website [www.bonhams.com](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from [info@bonhams.com](mailto:info@bonhams.com)

## APPENDIX 1

### CONTRACT FOR SALE

**IMPORTANT:** These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, its fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

### 1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

## 2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

## 3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

## 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

## 5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

## 6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

## 7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>	<b>10.3</b>	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,		
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;			10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i> ) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	<b>10</b>	<b>MISCELLANEOUS</b>	<b>11</b>	<b>GOVERNING LAW</b>
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		



APPENDIX 2

BUYER'S AGREEMENT

**IMPORTANT:** These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
  - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
  - 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
  - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
    - 3.1.1 the *Purchase Price* for the *Lot*;
    - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
    - 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
  - 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
  - 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
  - 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.
  - 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
  - 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
  - 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 4 COLLECTION OF THE LOT
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
  - 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
  - 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
  - 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
  - 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
  - 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
  - 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale Information Page* or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams' order* and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
  - 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i> ):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	<b>10</b>	<b>OUR LIABILITY</b>
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	<b>9</b>	<b>FORGERIES</b>	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

## 12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

## 13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

## DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* [www.bonhams.com](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from [info@bonhams.com](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

### LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).  
 "Auctioneer" the representative of *Bonhams* conducting the *Sale*.



**"Bidder"** a person who has completed a *Bidding Form*.

**"Bidding Form"** our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

**"Bonhams"** Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

**"Book"** a printed *Book* offered for *Sale* at a specialist *Book Sale*.

**"Business"** includes any trade, *Business* and profession.

**"Buyer"** the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

**"Buyer's Agreement"** the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

**"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

**"Catalogue"** the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

**"Commission"** the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

**"Condition Report"** a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

**"Conditions of Sale"** the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

**"Consignment Fee"** a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

**"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

**"Contract Form"** the *Contract Form*, or vehicle *Entry form*, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

**"Contract for Sale"** the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

**"Contractual Description"** the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract for Sale* the *Lot* corresponds.

**"Description"** any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

**"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

**"Estimate"** a statement of our opinion of the range within which the hammer is likely to fall.

**"Expenses"** charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

**"Forgery"** an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

**"Guarantee"** the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

**"Hammer Price"** the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

**"Loss and Damage Warranty"** means the warranty described in paragraph 8.2 of the Conditions of Business.

**"Loss and Damage Warranty Fee"** means the fee described in paragraph 8.2.3 of the Conditions of Business.

**"Lot"** any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

**"Motoring Catalogue Fee"** a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

**"New Bond Street"** means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

**"Notional Charges"** the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

**"Notional Fee"** the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

**"Notional Price"** the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

**"Notice to Bidders"** the notice printed at the back or front of our *Catalogues*.

**"Purchase Price"** the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price*.

**"Reserve"** the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

**"Sale"** the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

**"Sale Proceeds"** the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

**"Seller"** the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

**"Specialist Examination"** a visual examination of a *Lot* by a specialist on the *Lot*.

**"Stamp"** means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

**"Standard Examination"** a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

**"Storage Contract"** means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

**"Storage Contractor"** means the company identified as such in the *Catalogue*.

**"Terrorism"** means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

**"Trust Account"** the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account.

**"VAT"** value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

**"Withdrawal Notice"** the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

**"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

## GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

**"artist's resale right"**: the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

**"bailee"**: a person to whom goods are entrusted.

**"indemnity"**: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

**"interpleader proceedings"**: proceedings in the Courts to determine ownership or rights over a *Lot*.

**"knocked down"**: when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

**"lien"**: a right for the person who has possession of the *Lot* to retain possession of it.

**"risk"**: the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

**"title"**: the legal and equitable right to the ownership of a *Lot*.

**"tort"**: a legal wrong done to someone to whom the wrong doer has a duty of care.

## SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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